

EMPLOYMENT AGREEMENT BETWEEN
THE TOWN OF ASHBURNHAM
AND
POLICE CHIEF
(July 1, 2017-June 30, 2020)

On this 7th day of February, 2017, the Town of Ashburnham, a municipal corporation with a business address of 32 Main St., Ashburnham, MA 01430 (hereinafter the "Town") by and through its duly appointed and authorized Town Administrator, and Loring Barrett Jr. of Hubbardston Massachusetts (hereinafter the "Chief") enter into the following agreement pursuant to Massachusetts General Laws Chapter 41, Section 108(O) as amended; the prior agreement dated March 4, 2015 between aforementioned parties shall be replaced by this agreement on its effective date July 1, 2017;

WHEREAS, the Town is desirous of continuing the services of the Chief for the Command of the Police Department and as the Chief Law Enforcement Officer of the Town, from July 1, 2017 until and through June 30, 2020 and subject to future extensions and renewals of this agreement; and

WHEREAS, the Chief is willing to continue to perform the duties of the office of the Chief of Police according to the terms and conditions of this Contract and the conditions of employment;

NOW, THEREFORE, the Town and the Chief hereby agree that the following terms and conditions shall govern the salary and fringe benefits payable under this contract and the conditions of employment to which said CHIEF shall be entitled as CHIEF OF POLICE.

1. **DUTIES OF THE POLICE CHIEF**

The operation of the Police Department for the Town shall be the responsibility of the Chief of Police who shall work under the general supervision of the Town Administrator, and where specified under applicable Massachusetts General Laws, the Town's General By-laws, to the extent that same may affect the operation of the Police Department, Police Department Rules and Regulations and, the Town Charter.

The CHIEF'S duties shall include, but not limited to the following:

- A. As the chief law enforcement officer of the Town, maintaining public safety and public order within the Town of Ashburnham.
- B. Supervising the daily operation of the Police Department and the Emergency Dispatch Center.
- C. Being responsible for preparing and submitting the Department budget;
- D. Being responsible for the command and supervision of all Department personnel;
- E. Reporting to and keeping the Town Administrator informed of activities of the Department;
- F. Being responsible for submitting reports to the Town either orally or in writing when requested or required in order to ensure the proper communication between the Town and the Department;

- G. Being responsible for all Departmental expenditures, as well as the receipt of funds and property in the custody of the Department;
- H. Being responsible for the supervision and control of all Department equipment, property, and motor vehicles belonging to or used by the Department;
- I. Being responsible for preparing weapons, ammunition, uniforms, equipment and vehicle specifications for the Department;
- J. Command and supervision of all special, auxiliary and/or intermittent police officers;
- K. Being responsible for maintenance, upkeep and expenditures for the Public Safety Complex;
- L. Being in charge of the Animal Control Officer and operations of that unit;
- M. Serving as Keeper of the Lockup (M.G.L. Ch. 40, s. 35);
- N. Being responsible for supervising and controlling all training programs for Department personnel and the assignment of personnel to such programs;
- O. Being responsible for maintaining the discipline of Department personnel; the issuing of orders, rules, regulations, policies and procedures; and the assignment to shifts and duties of all Departmental personnel;
- P. The chief is the primary disciplinarian for the police & dispatch departments, and may take appropriate action as he sees fit up to suspending employees for a period not to exceed 10 days.
- Q. Being responsible for being available for hearings before any Board of the Town at which the Chief is requested to appear and before the Town Meeting when necessary;
- R. Being responsible for planning, organizing, directing, staffing and coordinating Police operations;
- S. Being responsible for communications with the public, including the media, on matters related to crime, police operations and Department policy;
- T. Being responsible for maintaining adequate books and records for the Department in such detail to furnish all information necessary for the operation of the Department and to permit analysis and report;
- U. Being responsible for the coordination with other Town Departments' non-law enforcement Department activities as appropriate;
- V. Being responsible for such other reasonable duties as requested by the Town Administrator, or other such reasonable duties as are consistent with the duties of a Police Chief and as may be required in accordance with the state and federal law, the Town's By-laws, the Police Department Rules and Regulations and, the Town Charter; and
- W. Performing related duties as required.

The Chief shall perform the duties and responsibilities of his office in a professional and competent manner.

2. **TERM OF CONTRACT**

This Contract shall commence on July 1, 2017, and terminate on June 30, 2020. If parties agree to extend this contract, all applicable terms and conditions shall continue, with the exception of section Term of Contract and Compensation which would need to be negotiated.

3. **COMPENSATION**

For the term of July 1, 2017 to June 30, 2020, the Chief shall be paid the following annual (contract year) base salary of:

July 1, 2017	FY18 \$142,695
July 1, 2018	FY19 \$146,975
July 1, 2019	FY20 \$151,385

The Town shall provide an unmarked police vehicle for use by the Chief of Police and pay for all attendant operating and maintenance expenses and insurance. Said vehicle is to be used by the Chief of Police in connection with the performance of his duties as Chief of Police and for his professional growth and development. It may be used by the Chief for personal reasons, since the Chief is "on-call" in the event of emergency.

The Chief shall not claim any retirement contributions as a result of the availability and use of such vehicle, unless the law changes to allow such retirement contributions by the retirement system. The Chief shall be responsible for any tax liability resulting from the availability and use of such vehicle.

4. **BENEFITS**

The Chief shall receive the following benefits:

Effective July 1, 2017 the Chief shall receive vacation, sick leave, holidays, personal leave, short and long term disability insurance, and bereavement consistent with the Town's Personnel By-Law and policies based on those years of service.

The Chief may carry-over vacation days from year-to-year, not to exceed 10 days.

As of July 1, 2017, the Chief will have no accrued unused sick time credited to his account.

As of July 1, 2017, the Chief will no longer receive additional compensation for longevity.

As of July 1, 2017, the Chief will no longer receive additional compensation for clothing allowance.

The Town shall furnish, at its expense, professional liability insurance as part of the Town's Public Officials Liability Insurance.

The Town acknowledges that the Chief is covered by General Laws Chapter 41, Section 111F.

The Town agrees that it shall not at any time during the term of this agreement reduce the salary, compensation or other benefits of the Chief of Police, subject to any reduction for management employees.

5. **WORK SCHEDULE**

The Chief's position is considered "full-time" and he agrees to devote that amount of time and energy, which is reasonably necessary for the Chief to faithfully perform the duties of Chief of Police under this Contract.

It is recognized that the Chief of Police must devote a great deal of time outside the normal office hours to the business of the Town, and to that end, the Chief of Police shall be allowed to take compensatory time off as he shall deem appropriate during said normal office hours at such time which the Chief reasonably determines will adversely impact Department operations least.

The Chief agrees to notify the Town Administrator when he is planning to be absent from the department for more than three (3) days.

The Chief will not be paid for any accrued compensatory time upon him leaving employment with the Town.

For the purposes of the Fair Labor and Standards Act, the Chief shall be an exempt employee.

6. **INDEMNIFICATION**

The Town agrees it shall defend, save harmless and indemnify the Chief against any, tort, professional liability claim or demand or other civil or criminal legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of his duties as Police Chief, even if said claim has been made following his termination from employment, provided that the Chief acted within the scope of his duties and in good faith. The Town may compromise and settle any such claim or suit and will pay the amount of any settlement or judgment rendered thereon without recourse to the Chief.

7. **DUES AND SUBSCRIPTIONS**

The Town agrees to budget for the professional dues and subscriptions of the Chief for his continued and full participation in national, regional, state and local associations and organizations necessary and desirable for his continued professional growth and advancement and for the good of the Town, including but not limited to the International Association of Chiefs of Police, the Police Executive Research Forum, the New England Police Chiefs Association, the Massachusetts Police Chiefs Association and the applicable regional Massachusetts Police Chiefs Association.

8. **PROFESSIONAL DEVELOPMENT**

The Town recognizes its obligations to the professional development of the Chief and shall give the Chief reasonable opportunities to develop his skills and abilities as a law enforcement administrator. Accordingly, the Chief shall be allowed to attend the New England Chiefs of Police Conference and the International Association of Chiefs of Police Conference and the FBI NA & LEEDA conference each year without loss of vacation or other leave, and shall be reimbursed by the Town for all reasonable expenses (including, but not limited to travel, hotel and meal expenses) incurred while attending or traveling to the aforementioned conferences. Additionally, the Town shall pay for the Chief's travel and subsistence expenses for short courses, institutes and seminars that, in his reasonable judgment, are necessary for his professional development.

9. **DEATH DURING TERM OF EMPLOYMENT**

If the Chief dies during the term of this Contract, or any extension thereof, the Town shall pay to the Chief's estate all the compensation which would otherwise be payable to the Chief up to the date of the Chief's death including, but not limited to accrued, but unused vacation and holiday leave in accordance with state law.

10. **DISCIPLINE OR DISCHARGE**

The Chief may be disciplined, with discharge being only for just cause, upon proper notice and only after a hearing at which the Chief shall have the right to be represented by counsel. The Chief shall have the option of choosing whether or not any such hearing shall be closed to the public or be held as an open or public hearing.

The Chief may appeal any discipline or discharge to a committee of arbitrators consisting of three (3) persons. The three persons shall be chosen as follows: one by the TOWN, one by the Chief, and one by the two so chosen. A majority of the three (3) member committee shall be sufficient to uphold a discipline or discharge or to reverse the discipline or discharge decision.

11. **RESIGNATION**

If the Chief resigns voluntarily before the expiration of any term of employment, the Chief shall give the Town sixty (60) days written notice in advance, unless the parties otherwise agree in writing. The Chief shall be entitled to receive pay for accrued, but unused vacation and holiday leave as required by law. For the purposes of this Agreement, "resignation" does not include retirement.

12. **AMENDMENTS**

No amendment or modification of this Contract shall be valid unless it shall be in writing and signed by both Parties.

13. **SEVERABILITY OF PROVISIONS**

If any clause or provision of this Contract is declared or found to be illegal, unenforceable, or void, then both Parties shall be relieved of all obligations under that provision. The remainder of the Contract shall be enforced to the fullest extent permitted by law.

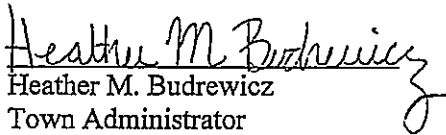
14. **ASSIGNMENT**

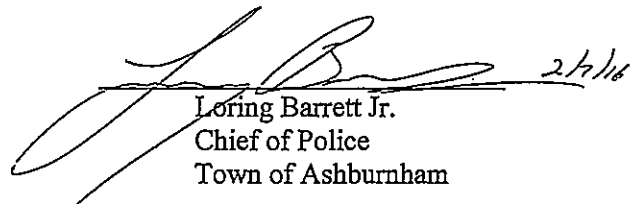
Neither party shall assign, transfer, convey, or otherwise dispose of any portion of its interest in this Contract.

15. **ENTIRE AGREEMENT**

The Parties executing this Contract agree that the recitals herein constitute the entire agreement between the parties. No other agreement, including any other written, oral or other agreement, will be considered to exist or to bind the parties to this Agreement. No representative of any party to this Agreement, had, or has; any authority to make any representation or promise not contained in this Agreement, and each of the parties to this Agreement acknowledges that such party has not executed this Agreement in reliance upon any such representation or promise.

IN WITNESS WHEREOF, the Parties hereunto have set their hands and seals instrument the date and year first above written.


Heather M. Budrewicz
Town Administrator
Town of Ashburnham


Loring Barrett Jr.
Chief of Police
Town of Ashburnham